



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor

Kathleen Clarke
Executive Director

Lowell P. Braxton
Division Director

1594 West North Temple, Suite 1210

PO Box 145801

Salt Lake City, Utah 84114-5801

801-538-5340

801-359-3940 (Fax)

801-538-7223 (TDD)

March 1, 2000

CERTIFIED RETURN RECEIPT

P 074 976 814

John Miller
General Acquisition Corporation
Green Boulevard
Mexico, Missouri 65265

Re: Release of Surety Bond and Reclamation Obligations, General Acquisition Corporation,
Roudabush #1 Mine, M/045/027, Tooele County, Utah

Dear Mr. Miller:

On February 24, 2000, we received a completed Transfer of Notice of Intention of Large Mining Operations to formally transfer the Roudabush #1 Mine located in sections 14 and 23, T4S, R5W, SLBM, Tooele County, Utah from General Acquisition Corporation to Worthen / Williams LLC. Along with the transfer form, Worthen / Williams submitted a replacement Reclamation Contract and replacement \$72,500 surety. A copy of the executed transfer form is enclosed for your files. Worthen / Williams is now the operator of record for all mining and reclamation obligations associated with this project.

The Division hereby releases General Acquisition Corporation from any further mining and reclamation obligations at the Roudabush #1 Mine. Enclosed please find your original surety bond #51S 100891975 in the amount of \$72,500 issued by The Aetna Casualty and Surety Company. Also enclosed for your disposal is the original Reclamation Contract.

It has been a pleasure working with your company in the past. Thank you for your assistance in finalizing the transfer of the Roudabush #1 Mine.

Sincerely,

Lowell P. Braxton
Director

jb

Enclosure: Executed Transfer form, Original 10/94 Reclamation Contract
& original Surety Bond #51S 100891975

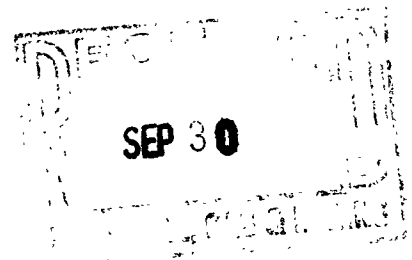
cc: Robert Worthen, Worthen/Williams LLC
M45-27-rel

File Number M/045/027

Effective Date 10/26/94

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

*Contract replaced 3/1/00.
This original returned
to operator. Jb*



RECLAMATION CONTRACT
---00000---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)
(Mineral Mined)

M/045/027
Silica Rock

"MINE LOCATION":
(Name of Mine)
(Description)

Roudabush #1 Mine
Approximately 9 miles south of
Grantsville and 7 miles west of
Stockton in Tooele County.

"DISTURBED AREA":
(Disturbed Acres)
(Legal Description)

29.0
(refer to Attachment "A")

"OPERATOR":
(Company or Name)
(Address)

Charles E. Stack
General Acquisition Corporation
Green Blvd, Mexico, MO 65265

(Phone)

(314) 473-3302

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

CT Corporation

50 West Broadway

Salt Lake City, UT 84101

(Phone)

801/531-7090

"OPERATOR'S OFFICER(S)":

Paul F. Hummer, President

Michael B. Cooney, Secretary

Gary L. Roberts, Treasurer

"SURETY":

(Form of Surety - Attachment B)

Surety Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Aetna Casualty & Surety Co.

Bond #

"SURETY AMOUNT":

(Escalated Dollars)

\$72,500

"ESCALATION YEAR":

1999 Dollars

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between General Acquisition Corporation the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/045/027 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

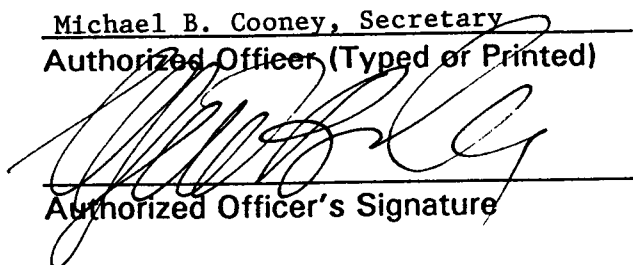
1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated 1/11/90, and the original Reclamation Plan dated 1/11/90. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as

amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

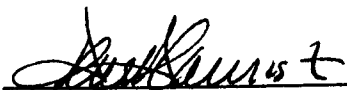
Michael B. Cooney, Secretary
Authorized Officer (Typed or Printed)


Authorized Officer's Signature

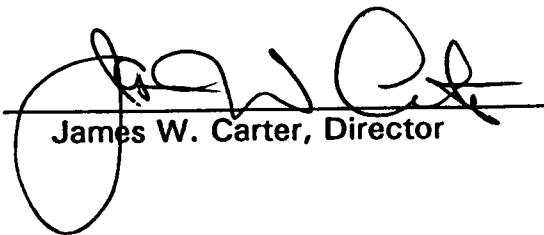
7/26/94
Date

SO AGREED this 26th day of October, 1994.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY 
Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

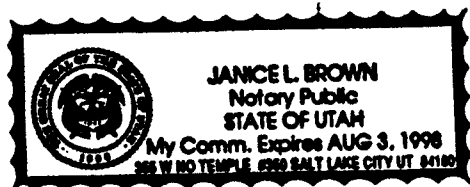
DIVISION OF OIL, GAS AND MINING:

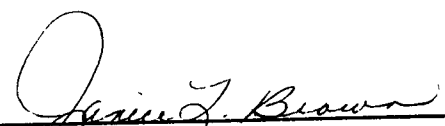
By 
James W. Carter, Director

10/26/94
Date

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

On the 26th day of October, 19 94, personally appeared before me, who being duly sworn did say that he/she, the said JAMES W. CARTER is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/she duly acknowledged to me that he/she executed the foregoing document by authority of law on behalf of the State of Utah.




Notary Public
Residing at: Salt Lake City

August 3, 1998
My Commission Expires:

· OPERATOR:

General Acquisition Corporation
Operator Name

By M.B. Cooney, Secretary
Corporate Officer - Position

Date

7/26/94

[Signature]
Signature

STATE OF Missouri

) ss:

COUNTY OF Audrain

On the 26th day of July, 19 94, personally
appeared before me Michael B. Cooney who
being by me duly sworn did say that he/she, the said Michael B. Cooney
is the Secretary of General Acquisition Corporation
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
Michael B. Cooney duly acknowledged to me that said
company executed the same.

Deborah K. Fierge
Notary Public
Residing at: Merxco, MO

My Commission Expires: DEBORAH K. FIERGE
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 5/8/98
AUDRAIN COUNTY

SURETY:

THE AETNA CASUALTY AND SURETY COMPANY

Surety Company

By Cynthia L. Choren, Attorney-In-Fact
Company Officer - Position

August 1, 1994

Date

Cynthia L. Choren
Signature

STATE OF _____)

) ss:

SEE ATTACHED JURAT

COUNTY OF _____)

On the _____ day of _____, 19 _____, personally
appeared before me _____ who
being by me duly sworn did say that he/she, the said _____
is the _____ of _____
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
_____ duly acknowledged to me that said
company executed the same.

Notary Public


Residing at: _____

My Commission Expires:

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Contract.

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 1st day of August, A.D., 1994, before me personally appeared Cynthia L. Choren, with whom I am personally acquainted; who, being by me duly sworn, said: that he/she is Attorney-In-Fact of The Aetna Casualty and Surety Company, the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said Company; that said seal affixed to said instrument is such corporate seal, that it was so affixed by authority of the Board of Directors thereof and of his/her office under the by-laws of said Company, and that he/she signed his/her name thereto as Attorney-In-Fact by like authority.


Betty J. Knop
Notary Public within and for
the County of St. Louis

My Commission Expires July 14, 1996



POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint

*Daniel G. Yelich, James Prinsen, Cynthia L. Choren **

of *Clayton, MO*, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incidents thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company, which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him or her.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Group Executive, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed this *21st* day of *December*, 19 *93*

State of Connecticut }
County of Hartford } ss. Hartford



THE AETNA CASUALTY AND SURETY COMPANY

By *George W. Thompson*
George W. Thompson
Assistant Vice President

On this *21st* day of *December*, 19 *93*, before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Assistant Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Rosalind R. Christie
My commission expires November 30, 1998
Rosalind R. Christie
Notary Public

CERTIFICATE

I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this *1st* day of *August*, 19 *94*



By *William T. DiRoberts*
William T. DiRoberts
Secretary

ATTACHMENT "A"

General Acquisition Corporation
Operator

Roudabush #1 Mine
Mine Name

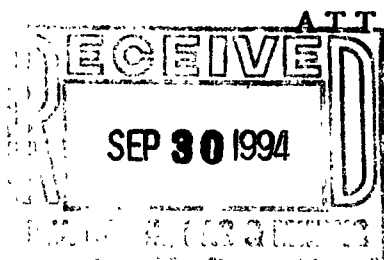
M/045/027
Permit Number

Tooele **County, Utah**

The legal description of lands to be disturbed is:

A total of 29.0 acres located in NW 1/4, NW 1/4, Section 23 and SW 1/4, SW 1/4
Section 14, T4S, R5W.

MR FORM 5
April 8, 1993



ATTACHMENT B

Bond Number _____
Permit Number M/045/027
Mine Name Roudabush #1

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
355 West North Temple
3 Triad Center Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

*Surety Replaced -
this original returned
to operator 3/1/00
JPS*

THE MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned General Acquisition Corporation, as
Principal, and THE AETNA CASUALTY AND SURETY COMPANY, as
Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors,
successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil,
Gas and Mining (Division) in the penal sum of Seventy-two thousand, five hundred
dollars (\$ 72,500.00-----).

Principal has estimated in the Mining and Reclamation Plan approved by the
Division on the 26th day of October, 19 94, that 29.0
acres of land will be disturbed by mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the
Reclamation Contract, of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal
has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining
and Reclamation Plan and has faithfully performed all requirements of the Mined Land
Reclamation Act, and complied with the Rules and Regulations adopted in accordance
therewith, then this obligation shall be void; otherwise it shall remain in full force and
effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of
the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act
and regulations, then Principal may apply for a reduction in the amount of this Surety
Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual
increase in the area disturbed or the extent of disturbance, then, the Division may
require that the amount of this Surety Bond be increased, with the written approval of
the Surety.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

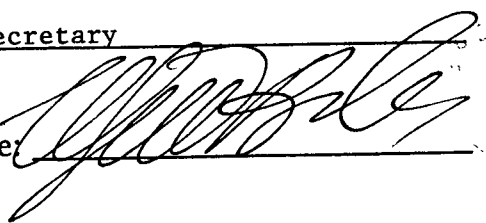
IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Date 8/1/94

General Acquisition Corporation
Principal (Permittee)

By (Name typed): Michael B. Cooney

Title: Secretary

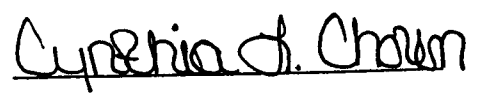
Signature: 

Date August 1, 1994

THE AETNA CASUALTY AND SURETY COMPANY
Surety


By (Name typed): Cynthia L. Choren

Title: Bond Specialist

Signature: 

SO AGREED this 26th day of October, 1994.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:



Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION

(SEE ATTACHED POWER OF ATTORNEY AND JURAT)

_____, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) _____ of said Surety, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: _____
Surety Officer

Title: _____

Subscribed and sworn to before me this _____ day of _____, 19____.


Notary Public
Residing at: _____

My Commission Expires:

_____, 19____

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 1st day of August, A.D., 1994, before me personally appeared Cynthia L. Choren, with whom I am personally acquainted, who, being by me duly sworn, said: that he/she is Attorney-In-Fact of The Aetna Casualty and Surety Company, the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said Company; that said seal affixed to said instrument is such corporate seal, that it was so affixed by authority of the Board of Directors thereof and of his/her office under the by-laws of said Company, and that he/she signed his/her name thereto as Attorney-In-Fact by like authority.


Betty J. Knop
Notary Public within and for
the County of St. Louis

My Commission Expires July 14, 1996



POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint

*Daniel G. Yelich, James Prinsen, Cynthia L. Choren **

of *Clayton, MO*, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incidents thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company, which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him or her.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Group Executive, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed this 21st day of December, 19 93

State of Connecticut }
County of Hartford } ss. Hartford



THE AETNA CASUALTY AND SURETY COMPANY

By *George W. Thompson*
George W. Thompson
Assistant Vice President

On this 21st day of December, 19 93, before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Assistant Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Rosalind R. Christie
My commission expires November 30, 1998
Rosalind R. Christie
Notary Public

CERTIFICATE

I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 1st day of August, 19 94



By *William T. DiRoberts*
William T. DiRoberts
Secretary